



**The Commonwealth of Massachusetts
Executive Office of Public Safety
and Security**

Office of Grants & Research
Ten Park Plaza, Suite 3720
Boston, Massachusetts 02116

Tel: 617-725-3301

Fax: 617-725-0260

617-725-0267

www.mass.gov/eops

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

**Mary Elizabeth
Heffernan**
Secretary

Ellen J. Frank
Executive Director

March 18, 2011

Chief Michael Kent
Burlington Police Department
45 Center Street
Burlington, MA 01803

Dear Chief Kent:

Enclosed is a copy of your executed contract for the FFY 2011 Automated License Plate Reader Grant Program. Also enclosed are the scope of services and budget agreement.

Please be sure to review all of these materials as they contain important grant-related information. This contract runs through June 30, 2011.

The Executive Office of Public Safety and Security, Highway Safety Division is pleased to be working with your department on this program.

If you have any questions, please contact me at 617-725-3307 or Dan DeMille at 617-725-3341 or Daniel.DeMille@state.ma.us. Congratulations on your award.

Sincerely,

Sheila Burgess
Director, Highway Safety Division

Enclosures

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is to be used for New Contracts and Contract Amendments between a party issued and published by the Executive Office of Public Safety and Security (EOPSS), the Office of the Comptroller (COT) and the Government Services Division (GSD) for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. Additional non-constituting terms may be added by Attachment. Contractors should only complete sections marked with a "→". For instructions and typefaces (fonts), please view this form at: www.mass.gov/eopss/under/GuidanceForVendors-Police or at www.mass.gov/eopss/under/GSD-Forms.

→ Contract Legal Name (and alias): Burlington Police Department → Legal Address (from W-9): 15 Center Street, Burlington, MA 01803 → Payment Remittance Address (from W-9): → Contract Manager: Michael Keet → E-Mail Address: mkeet@burlingtonma.gov → Phone: 781 305 8020 → Fax: 781 270 1920 → City: → State (Taxation): (Is a corporation) or TUA: → State Code: → AMARS Order Code:		Department: EOPSS Alpha Code and Name: Executive Office of Public Safety and Security Business Mailing Address: 10 Park Plaza, Suite 3120, Boston, MA 02108 City: Boston State: MA Zip: 02108 Contract Manager: Paul Gentry E-Mail Address: paul.gentry@state.ma.us Phone: 617 725 0375 Fax: 617 725 0260 City: State: Zip: AMARS Order Code: RFI/RFQ/Proposal or Other ID Number (if applicable): Attachment Funding Center:	
NEW CONTRACT COMPENSATION (Check one only): <input checked="" type="checkbox"/> Total Maximum Obligation of this Contract: \$ 16,940 (Self-Contained (All-in-one) contract and any subcontracts) The following COMMONWEALTH TERMS AND CONDITIONS for this Contract has been executed and filed with CTR (Check only one): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human And Social Services PROCUREMENT OR EXCEPTION TYPE (Check one option only): <input type="checkbox"/> Single Department Procurement/Single Department User Contract <input type="checkbox"/> Single Department Procurement/Multiple Department User Contract <input type="checkbox"/> Multiple Department Procurement/Single Department User Contract <input type="checkbox"/> Statewide Contract (OSD or an OSD Designated Department) <input checked="" type="checkbox"/> Grant (as defined by 815 CMR 2.00) <input type="checkbox"/> Emergency Contract (which justifies) <input type="checkbox"/> Contract Employee (Complete Government Service Exam) <input type="checkbox"/> Collective Purchase (attach OSD approval) <input type="checkbox"/> Legislative/Local Exemption (attach authorizing language) <input type="checkbox"/> Other (Specify and attach documentation) ANTICIPATED START DATE: February 14, 2011 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date before prior to start.) CONTRACT END DATE: June 30, 2011		CONTRACT AMENDMENT/RENEWAL ENTER CURRENT CONTRACT START and END DATES (over improvement): Current Start Date: Current End Date: COMPENSATION (Check Either "No Compensation Change" "Maximum Obligation is Total Change" ATTACH Amendment scope and Budget to support Amendment): <input type="checkbox"/> NO Compensation Change (Skip to "OTHER" section below and select change) <input type="checkbox"/> Reallocate Budget Line Items (NO Maximum Obligation Change) <input type="checkbox"/> Maximum Obligation Change: a) Current Total Contract Maximum Obligation: \$ Total Current Maximum Obligation, including all prior amendments: b) Amendment Amount ("+" or "-") \$ c) NEW TOTAL CONTRACT MAXIMUM OBLIGATION: \$ <input type="checkbox"/> Rate Changes to Rate Contract OTHER (Check option, explain under "Brief Description" below, and attach documentation): <input type="checkbox"/> Amend Duration Only (No Compensation or Performance Change) <input type="checkbox"/> Amend Scope of Services/Performance Only (No Budget Impact) <input type="checkbox"/> Interim Contract/Temporary Extension to complete new Procurement <input type="checkbox"/> Other (Describe Details and Attach Documentation) ANTICIPATED START DATE: (Enter the Date Future Contract Obligations may begin. Review Certification for Effective Date before prior to start.) NEW CONTRACT END DATE:	
PROMPT PAYMENT DISCOUNTS: Contractor has agreed to the following Prompt Pay Discounts for the latest Payment Issue Dates: See Prompt Payment Discount Policy . <input type="checkbox"/> % Within 10 Days <input type="checkbox"/> % Within 15 Days <input type="checkbox"/> % Within 20 Days <input type="checkbox"/> % Within 30 Days OR, Check all the following if: <input checked="" type="checkbox"/> Contractor either claims inability or discloses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-compensatory or non-service compensation)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT (Reference to attachment is sufficient). To administer the RFP 2011 Automated License Plate Reader Grant Program under the direction of the Executive Office of Public Safety and Security.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, or an earlier Start date later above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached Contractor Certification, and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at www.mass.gov/eopss/under/GuidanceForVendors-Forms or at www.mass.gov/eopss/under/GSD-Forms , the terms of the attached Request for Response (RFR) , a Variation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), any additional required performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. THE PARTIES HEREBY ALSO CERTIFY THAT (Check one option only): 1. <input type="checkbox"/> The Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment, OR 2. <input type="checkbox"/> any obligations incurred by the Contractor prior to the Effective Date of this Contract or Amendment (for which a payment obligation has been assigned) are intended to be part of this Contract/Amendment and shall be considered a final Settlement and Release of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: → Signature: Michael Keet → Date: 2-17-11 (Signature and Date Must Be Handwritten At Time of Signature) → Print Name: Michael Keet → Print Title: Chief of Police		AUTHORIZING SIGNATURE FOR THE DEPARTMENT: → Signature: Ellen Frank → Date: 2-17-11 (Signature and Date Must Be Handwritten At Time of Signature) → Print Name: Ellen Frank → Print Title: Executive Director, Office of Grants and Research	



INSTRUCTIONS

The following instructions to the **Standard Contract Form** are provided to assist both Contractors and Commonwealth Departments with the interpretation and completion of the **Standard Contract Form**. These instructions, including policies, procedures and legal references, are incorporated by reference into the **Standard Contract Form**. The **Standard Contract Form** is the boilerplate contract used by the Commonwealth for commodity and service Contracts, Grants and any other agreements for which another standard template is not already prescribed by statute, regulation or policy.

The **Standard Contract Form** is not a stand alone contract document but is used as the key document that incorporates the various documents that make up a Commonwealth Contract, which include in the hierarchy of precedence: (1) the applicable **Commonwealth Terms and Conditions** or the **Commonwealth Terms and Conditions for Human and Social Services (T&C)**; (2) this **Standard Contract Form**; (3) a Request for Response (RFR), other procurement solicitation document, or amendment/extension supporting documentation; (4) the Contractor's response to the RFR or other solicitation, or trade or performance and budget for procurement extensions; and (5) any other non-conflicting negotiated forms and conditions and attachments. Departments may (or sign Vendor Contracts but may attach copies of the Contract, with appropriate redactions of conflicting terms). A Contractor may not condition execution of the **Standard Contract Form** or the applicable T&C or the Department's signing the Contractor's contract or other contractual form, invoice, or other documents with additional or conflicting contractual terms. Any of these attached forms or documents shall be incorporated by its documents in the order of precedence listed above.

Note: Any changes to the official printed language of this form shall be void. This form is designed to have data electronically added, rather than manually completed and table boxes will expand to accommodate text that is required to be added. Departments and Contractors may not alter the format or add fields to the form. The Department and a Contractor may negotiate by attachment any additional language which clarifies their understanding of, but does not change, the language of the applicable **Commonwealth Terms and Conditions** and the **Standard Contract Form**. Clarifications may fill in the gaps and "spell-out" the understanding of the Department and the Contractor regarding their respective contract responsibilities. Clarifications may not be used to have the effect of negating, modifying, or replacing language in the applicable **Commonwealth Terms and Conditions** or the **Standard Contract Form**. For example, the following are acceptable additional terms: prior written notice periods; types of reports and timing of submission; details of delivery or performance of performance; records storage requirements; identifying what items are considered "deliverables" and what items are "contractor materials" that are already copyrighted or owned prior to the Contract, and are being used to complete performance; if awarded can not be conveyed after performance if the Commonwealth has paid for development of a deliverable with just compensation.

Contract Should be Sent and Reviewed Electronically. The **Standard Contract Form** is designed to be used electronically and should be reviewed by Contractors online to ensure access to hyperlinked references. Departments completing the **Standard Contract Form** for execution should enter the information electronically and send the form electronically to the Contractor to ensure timely completion and execution.

Links to policies, procedures and legal references. Text that appears italicized and underlined in the **Standard Contract Form** indicates a hyperlink that will link you to an internet or intranet site for the particular reference being cited. Pressing the "Alt" and "F" keys while in the Microsoft Word version of this document will display the full text of hyperlinks which can be copied and pasted or typed into your Internet browser address field if you can not connect directly to the Internet by clicking on a hyperlink. Hyperlinks to legal requirements such as statutes and regulations are links to unofficial versions of these documents. While reasonable efforts have been made to assure the accuracy of the data provided, Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited in this document. Instructions and hyperlinks may be added or changed without notice, so please periodically check this document at: www.mass.gov/usc/GuidanceForVendors-Forms or at www.mass.gov/usc/GSD for updates.

A Department is NOT responsible for providing a paper copy of the **Standard Contract Form** instructions to Bidders or Contractors. The **Standard Contract Form** instructions are incorporated by reference into the **Standard Contract Form** and do not have to be filed with the completed Contract documents. Departments and Contractors are responsible for reviewing the **Standard Contract Form** electronically online including the instructions and hyperlinks.

Contractor Name (and d/b/a): Enter the full legal name of the Contractor's business as it appears on the Contractor's W-9 Form and the applicable **Commonwealth Terms and Conditions**. If Contractor also has a "doing business as" (d/b/a) name, both the legal name and the "d/b/a" name must appear in this section. Changes to the Contractor's Legal Name without a major structural change (such as a merger or consolidation) will require an updated W-9 and **Commonwealth Terms and Conditions** signed by an Authorized Signatory of the Contractor who filed with CTk. The Department should update the Contract and attachments either at the time of the name change, or when the Contract is next amended. The Department is required to make the necessary changes using a VCM for the VCUST table to update the Contractor's Vendor Code.

Contractor Legal Address: Enter the Legal Address of the Contractor which matches the W-9 (also for the Contract where all tax reporting forms will be sent). This address must match the legal address the Contractor has on file with the Internal Revenue Service (IRS) and the Department of Revenue (DOR) and must match the 1099 information for the Vendor Code listed for this Contract. Updates to the Legal Address without a major structural change to the Contract (such as a buyout, merger or other change) require an updated W-9 from an Authorized Signatory of the Contractor, but does not require other contract document changes. The Department is required to make the necessary changes using a VCM for the VCUST table to update the Master and Legal Addresses for the Contractor's Vendor Code.

Contractor Payment Remittance Address: Also enter the "Remittance Address" if payments are to be mailed to a separate mailing address, which must match the remittance address on the W-9 submitted by the Contractor. Unless otherwise specified in the Contract, legal notice sent or received by the Contractor's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract. Updates to the Remittance Address(es) require an updated W-9 from an Authorized Signatory of the

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



Funding accounts may change during the life of Contract. Please note that accounts with earmark language that provide a procurement exception may not be replaced in whole or in part with a different funding account (that does not have earmarked or procurement exception language) unless a procurement process or extension is supported under the new funding account. Earmark or procurement exception authorization in one account is not transferable to another funding source.

CONTRACT TYPE: The Department must select one of two options to indicate whether this is a **"NEW CONTRACT"** or a **"CONTRACT AMENDMENT/RENEWAL"** and complete the "Left" side only for New Contracts, and the "Right" side only for Contract Amendments/Renewals.

FOR NEW CONTRACTS (left side):

COMPENSATION: Identify if the Contract has a **Maximum Obligation** or is a **Rate Contract**:

- **Maximum Obligation.** A maximum obligation is used for either unit-based or project-based compensation when performance (commodity, service, grant, etc.) is predictable and measurable and a maximum amount of funds will be set aside for the Contract.
 - o The amount entered in this space must be fully encumbered by the Department for the duration of the Contract (including "out years" for multi-year contracts) according to the **Effective Date**, and any added obligations that are incurred.
 - o Any fiscal year in which Contract Terms will still be effective, but no compensation will be paid, must also be reflected in MMARS to ensure that the fiscal year of the Contract is included.
 - o The attached (Budget or cost) information must match the Contract Maximum Obligation (or as amended) and the MMARS transaction.
- **Rate Contract.** A Rate Contract is used when the rate per unit of performance (e.g., commodity or service) is known but the number of units that will be needed during the Contract period is unknown or may vary based upon need or usage. Rate Contracts are also used when there are multiple Contractors available to provide performance and it is unknown which Contractor will be selected at any given time to provide performance. If the Rate Contract is signed solely with one Contractor, the Department must encumber sufficient funds in behalf of the Contractor to support the anticipated use of the Contract. If the Rate Contract is signed with multiple Contractors that may or may not provide performance during the Contract period, the Department must encumber sufficient funds to support the anticipated use of the Contract. This encumbrance may be "vendor specific" with one encumbrance per Contractor, or may be done through a Departmental Master Agreement (MA) or a **CF with Event Type 51** ("open order") if not tied to a Departmental MA (where funds are not encumbered on behalf of any single Contractor). Attach rates and types of unit (per hour, day, week, item, etc.) including any supporting documentation for rates. If rates are to be negotiated, attach a description of the process, rules or schedule that will be used to negotiate the rates. Rate Contracts with negotiated rates should identify a range of rates or a cap in rates and may not be used for open-ended engagements but are appropriate for lots of pre-qualified contractors and certain Statewide Contracts for which rates are negotiated on a per project, program, task or work order basis depending upon the performance required.

Commonwealth Terms and Conditions That Apply To This Contract: Check either "Commonwealth Terms and Conditions" or "Commonwealth Terms and Conditions for Human and Social Services", whichever is applicable to the Contract performance. (See [Expanded Checklist/Checklist](#) for assistance in determining applicable Commonwealth Terms and Conditions). The applicable T&C is signed only once by the Contractor and filed by the initial contracting Department with the *Office of the Comptroller (CTR)* and is recorded on the VCUST table on the "Business Type" screen. The signed and filed Commonwealth Terms and Conditions will be incorporated by reference and apply to any contract, Grant or other agreement entered into by the Contractor and any Commonwealth Department. Therefore, Contractors do not have to re-sign the applicable T&C for subsequent procurements or contracts, unless the Contractor has a legal name change or a major structural change.

Departments are required to verify that the T&C is executed by an Authorized Signatory of the Contractor. The applicable T&C must be on file at CTR or OSD to submitting the Contract for encumbrance processing at either CTR or OSD, or if the Department has invitation delegation, prior to processing the encumbrance in MMARS. A Department must check the MMARS VCUST under the "Business Type" tab to determine if the Contractor has already signed the applicable Commonwealth Terms and Conditions and should not request additional copies if already filed. Contractors may submit photocopies of a previously signed T&C if so requested. Additional original T&Cs should not be retained by a Department but must be sent to the Office of the Comptroller. Payees Unit is to be maintained on file to ensure that CTR and the VCUST table reflect the most recent documents.

If the Contractor does not have the applicable Commonwealth Terms and Conditions on file and recorded on the MMARS VCUST table, the Department must complete a VCM in MMARS and then mail the completed Commonwealth Terms and Conditions to CTR's Payee Unit. Changes to the Contractor's identity during the period of the Contract require an updated V-C and execution of another Commonwealth Terms and Conditions reflecting the new information. See Guidelines for Material Changes in Contractor Identity under [Amendments, Extensions, and Termination Policy](#). For more information on Vendor Code requirements see [Vendor File Policy](#).

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected.

- **Commodity or Service Contracts.** If the Contract is for the procurement of commodities or services, the Department must indicate if the Contract was procured as a "Single Department Procurement/Single Department User Contract", "Single Department Procurement/Multiple Department User Contract", "Multiple Department Procurement/Unimut Department User Contract", or a "Statewide Contract (Only for use by OSD or an OSD-designated Department)". See [Commodities and Services Policy](#) and [Use of a Procurement by a Single or Multiple Departments](#) for more information and documentation requirements for these options.
- **Grants.** If the Contract is being used for the award of a Grant, the Department must check "Grant". Grants are governed by [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#). See [Required Standard Contract Form Contracts](#) below for additional information.
- **Competitive Procurement Exception.** If the Contract did not result from a competitive procurement, the Department must check off the appropriate exception: "Emergency Contract", "Contract Employee", "Collective Purchase approved by OSD", a "Legislative/Legal Exemption" or "Other" (and specify procurement exception). Documentation proving the exception and a justification memorandum identifying how the Contractor was selected and why the selection represents best value, must also be attached. See [Required Standard Contract Form Contracts](#) below for additional



intercept of other funds paid to the Contractor from other state Departments. The Contractor may not persuade any state Department or assess into fact, or cancel a Contract or other services if funds are intercepted due to outstanding taxes, child support, or other overdue debts of the Contractor.

- **Prompt Payment Discounts:** This section of the Contract/Amendment is used to identify prompt payment discounts that the Contractor has agreed to provide if the Contractor is given payment in less than the standard payment cycle of 30 days via EFT. (See Commonwealth [Bill Paying Policy](#) and [Prompt Pay Discount Policy](#)). Prompt Payment Discounts are of greatest benefit to both the Commonwealth and the Contractor if the Contractor accepts payments through EFT. If the Contractor does not yet receive payments electronically, the Contractor should complete the [Authorization for EFT Payments Form](#). Prompt Payment Discounts should be negotiated for commodity and service contracts. If an Amendment is being executed, the current Prompt Payment Discounts should be re-entered and verified as current or new Prompt Payment Discounts should be entered if more beneficial to the Commonwealth. Check off the box if the Contractor has demonstrated a hardship from providing PPD or the Contractor is a small, other financial assistance or other non-commodity or service that would not normally identify PPDs.
- **Invoices:** Invoices must be submitted in accordance with the terms of the Contract and the [Bill Paying Policy](#). Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year and reversal of appropriated funds. By signing this Contract or Amendment the Contractor agrees that if the Contractor fails to provide timely final invoices for final payments by August 15th, the Department may make payment based upon the terms and prices of the Contract for the goods or services that are accepted by the Department, and the Contractor's acceptance of payment shall release the Commonwealth from further claims for payment. If the Contractor disputes the final payment and refuses payment, available funds may revert and may be delayed significantly until funds are available to make payment once the dispute is resolved, and the Department will not be subject to late payment interest for this delay.
- **Pandemic, Disaster or Emergency Performance:** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Contractor agrees the Department may request performance changes related to the Contract, or may negotiate additional performance from the Contractor to address the emergency needs of the Commonwealth (subject to appropriation), even if not contemplated under the original Contract. Departments will receive guidance on allowable or mandated emergency actions in the event of an emergency.

Brief Description of Contract Performance: Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract or the reason for the Contract or Amendment. The description is used to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Merely stating "see attached" or referencing attachments where a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract or the Contractor.

Effective Date, Anticipated Start Date And End Date

- The "Effective Date" of the Contract or Amendment is determined by the execution dates of the Contract and any required approvals as outlined in Section 1 of the applicable Commonwealth Terms and Conditions. For contracts exceeding the MMARS transaction delegation threshold that are routed through w/Workflow to CTR and OSD may have the dates corrected in the state accounting system (MMARS) to reflect the legal Contract Effective Date, as appropriate.
 - For Contracts using the [Commonwealth Terms and Conditions](#), "the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later."
 - For Human and Social Service Contracts using the [Commonwealth Terms and Conditions for Human and Social Services](#), "the effective start date of a Contract shall be the later of: the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of Board/Unit authorization pursuant to G.L.c. 29A, § 39B."

The Contractor and the Department are required to certify that the "Effective Date" of the Contract or Amendment being executed is the latest date the Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Start Date specified, or the date of any required approvals. If the Effective Date of the Contract or Amendment is later than the Start Date listed, the Contractor and Department agree that by signing the Contract or Amendment they have identified if any obligations have been incurred prior to the Effective Date for which a payment obligation has been incurred prior to that date, which shall be included as final settlement of those obligations as part of the Contract/Amendment and payment of these obligations shall release the Commonwealth from any claims related to these obligations.

- **Anticipated Contract/Amendment Start Date:** This Department must enter the "anticipated" start date of "obligations" under the Contract that will trigger a payment obligation. Departments must consider when a payment obligation is "incurred" (creates an obligation to make payment). For most goods, payment obligations are incurred when goods are delivered and accepted. For services, the Contract should specify if obligations are incurred based upon performance (such as performance charged at an hourly rate as services are provided, services for clients in residence, services upon request) or the date the services are made available (such as the start date of maintenance or customer service hours are available for use), or whether the performance obligation occurs at a later date, such as when a periodic, final report, program or system component is delivered and accepted, or other Contract milestone has been achieved (delivered and accepted). Most grants provide financial assistance for a public purpose, other than a fee for service or good (or other performance) for the Department, and will have installment payments with obligations being incurred based upon the schedule of payments, grant milestones or reporting requirements in the Contract, not the actual date grant performance is started.
- **End Date of this Contract/Amendment:** The Department must enter the date the Contract will terminate. A Contract must be signed for at least the initial duration listed in the RFR, or other solicitation document (if applicable). Amendments to extend the termination date, such as exercising an option to renew, must be made using this Form and must be signed prior to any new obligations being incurred by the Contractor. Please see [Amendments, Suspensions, and Termination Policy](#) for additional guidelines.

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



Grant/FASS), copy of other solicitation grant application, etc. (if applicable). The "Award Award Field" on MMARS Encumbrance must contain the reference number ID or exception ID (See Evidence of Exception below).

- ☐ **Evidence of Exception (if competitive procurement was not done):** Attach documentation for the exception. Justification Memorandum for Emergency, copies of legislative language or other legal exemption for Contracts with legislative earmark or legal exemption from procurement; copy of approval from OSD for Collective Purchase Contract with federal or other public entity, or copy of posting/filing documentation and resume for Contract Employees. Attach copy of public posting or notice of intent to contract with Contractor, if any. Also include documentation of how the Contractor was selected and why this selection supports best value. See also 801 CMR 21.05 and "Competitive Procurement Exceptions" of the OSD Procurement Information Request (PIC). For grants, see by 815 CMR 2.00 and State Grants and Federal Subgrants Guide.
- ☐ Please note that if Emergency performance or other contract performance has been fully completed prior to signing this **Standard Contract Form** and no additional performance is intended to be made after signing this Standard Contract Form. Departments may use the Settlement and Release Form in lieu of the Standard Contract Form to document completed performance to enable final payment.
- ☐ **Contractor's Response:** An original or true attest copy of the Contractor's Response (bid) to the RFR or Response to another procurement or grant application, or a copy of the Responses if the RFR/procurement was conducted by another procuring Department. Attach any additional negotiated terms that either modify or are in addition to the RFR or Response. If an RFR or other procurement was not done, attach a detailed description of the scope of performance, work or task order, and a detailed budget or schedule of fees or compensation for this Contract. Performance terms may not modify terms of applicable Commonwealth Terms and Conditions or Standard Contract Form.
- ☐ **Human and Social Services Contracts:** attach required **Human and Social Services Attachments 1-5**. See Instructions for Attachments.
- ☐ **Individual Contractors:** Departments hiring individual contractors as either "contract employees" or "independent contractors" are required to comply with the policy Individual Contractors - Independent Contractors vs. Contract Employees and attach the Employment Status Form.
- ☐ **Consultant Contracts (Not N01-N14, OOS cited under the Exemption Classification Handbook):**
 - ☐ **Contractor Disclosure:** Contractors must disclose Individuals with Financial Interest (if applicable), Other income (if applicable), and Key Personnel. Please note that any personnel may be deemed to be state or special state employees pursuant to G.L. c. 268E. Contractors may meet required disclosures as part of the RFR Response, by attachment or may use the Contractor Compliance Mandatory Submission Form.
 - ☐ **Secretariat Signoff:** Departments must obtain secretariat signoff for all contracts under G.L. c. 29A, s. 29A and s. 29B PRIOR to performance beginning. Secretariat signoff does not have to be on the Standard Contract Form, but must be included as part of the Contract Form.
 - ☐ **TELP (Tax Exempt Lease Purchase):** TELP attachments, ANF, TELP Authorization Form, TELP Lease Purchase Order, Acceptance Certificate, Essential Use Letter must be included. Certificate of Appropriation and Payment Schedule. Payment schedules must use current MMARS standard recurring payment schedule; See RPSCHD (TELP quarterly, TEMO-monthly, TESA-semi-annual, TEAN-annual). TELPs paid with state funds must use the Commonwealth TELP (ITD) or the Statewide TELP (OSD). Please note that TELP payments use the highest priority for payment, even above payroll. Contact CTR immediately if Department faces any uncertainty of making TELP payments on time. Please coordinate with ANF to ensure sufficient allotments to make timely payments.
 - ☐ **Legal Services Contracts (N09, N03):** All Commonwealth Departments are required to obtain:
 - ☐ **GOV Approval:** Attorneys hired by Executive Departments are required to competitively procure all legal services (See 801 CMR 21.01(2)(b)) and obtain prior approval of the Governor's Chief Legal Counsel **PRIOR** to posting or hire (See G.L. c. 30A, s. 30A).
 - ☐ **AGO Review:** PRIOR to the start of performance, prior review of planned services by the Office of the Attorney General (AGO) for legal representation of the Department under a contract, and appointment as a Special Assistant Attorney General "SAAG" for litigation services. The Attorney General Review Form for Attorneys Providing Legal Services form must be completed and mailed (with required attachments) to the AGO for any new legal services contract, and for any significant amendment to the scope of services under an existing contract PRIOR to the start of performance or a material change in performance. See: Attorney General Policy for Prior Review of Attorneys.
 - ☐ **MMARS Encumbrance - Rates and Purpose in Comments Field:** For Executive Departments, the MMARS encumbrance "Comments field" must contain the "Units and Rates" or "Range of Rates" for the services and a brief description of the type of services under the engagement to enable completion of annual reporting requirements under G.L. c. 30, s. 45. Departments that fail to include this information as part of the original encumbrance will be required to modify the encumbrance to add this information in order to complete reporting requirements.

CONTENT CHECKLIST FOR AMENDMENTS

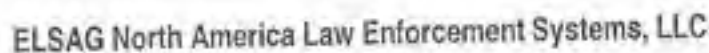
- ☐ Attach a detailed description of the changes that are being made to the scope of performance (if any), and any corresponding changes to the detailed budget or schedule of fees. For renewals funded by continuing accounts, verify if any carry over funds from prior fiscal years need to be re-authorized for the current or a future fiscal year.
- ☐ For Human Contracts (or for grants), attach a justification memorandum for reasons for interim Contract (or for grant).
- ☐ If Contractor is undergoing a major structural change which impacts the underlying procurement, the Contractor may be required to negotiate continued performance and execute a Contractor Change in Identity Form INSTEAD of this Standard Contract Form. See the Amendments, Suspensions, and Termination Policy for additional information. Performance terms may not modify terms of applicable Commonwealth Terms and Conditions of Standard Contract Form.

CONTENT CHECKLIST FOR ALL CONTRACTS AND AMENDMENTS

- ☐ **Form W-9:** If Contractor is not already on VCUST base (new Contracts) - if new W-9, file with CTR with T&C and VCC. For Existing Vendors, verify that VCUST matches any new W-9 and the Standard Contract Form, and if there is new information on W-9 or Standard Contract Form, update VCUST with updated W-9 and VCM. For Amendments, no updates are necessary unless the Contractor's information on the Standard Contract Form is changing which may require an updated W-9 and T&C. If Contractor is undergoing a major structural change which impacts the underlying



4. The Contractor shall comply with all applicable state laws and regulations including Massachusetts General Laws, Official Code of Massachusetts Regulations, Panel CMR Listing, 801 CMR 21.00 (Procurement of Commonly and Service Procurements, including Human and Social Services), 815 CMR 7.00 (Grants and Subgrants), 809 CMR 1.00 (Compliance Reporting and Accounting for Human and Social Services), AUCPA Standards, confidentiality of Department records under G.L. c. 66A, and the Massachusetts Constitution Article XVIII (if applicable).
5. The Contractor agrees to the terms for "Effective Date" and "Payments" and any terms under the "Instructions" of the Contract or Amendment. The Contractor certifies that there is no authorization to defer performance for which compensation is sought under this Contract or Amendment (even if requested by the Department or any other Commonwealth representative) prior to the effective date and that any oral or written representations, commitments or assurances made by the Department to any other Commonwealth representative are not binding and a Department may not back-date this Contract or Amendment in order to cover the delivery of performance prior to the effective date. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delayed by the Contractor outside the scope of a Contract or Amendment.
6. The Contractor certifies Tax Compliance with Federal law (i.e., state tax laws including G.L. c. 62C, G.L. c. 62D, c. 49A (the Contractor has complied with all laws of the Commonwealth) relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all taxes due and taxes payable to the Commissioner of Revenue) regarding all employees and contractors under G.L. c. 62E withholding and remitting child support including G.L. c. 119A, c. 12.
7. The Contractor certifies it has not been in bankruptcy within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment.
8. The Contractor shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors of which the Contractor has knowledge, is aware of doing the Contract with. Law firms or attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules. Contractors must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change.
9. **Corporations.** If incorporated, the Contractor certifies that it has identified the Contractor's state of incorporation, and the Contractor certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the Contractor is a foreign corporation, the Contractor certifies compliance with all requirements for certification, naming, filing of documents and renewal of status.
10. **Filing of required certificates and reports.** The Contractor certifies compliance with filing requirements for the Secretary of the Commonwealth and Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth.
11. **Employer requirements.** If an employer, the Contractor certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage surveys and payments; unemployment insurance and contributions; workers' compensation and insurance; child labor laws; AGO (see labor practices); G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 155 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151C (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Labor for Interest); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act); AGO Disclosures and Civil Rights.
12. **Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Americans with Disabilities Act, 42 USC c. 12101, et seq.; Disability Law Resources: the Rehabilitation Act, 29 USC c. 16, 194, 29 USC c. 16, 101, 29 USC c. 14, 521, the 42 USC c. 45, (Federal Fair Housing Act); G.L. c. 149 (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272 c. 27A; G.L. c. 272, s. 38 and G.L. c. 272, s. 38A; the Massachusetts Constitution Article CXIV and G.L. c. 92 c. 103, 47 USC c. 220, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 195D; G.L. c. 151C; G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 171, Section 195A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities and related Standards and Guidance, enforced under Massachusetts Executive Order 476 or any disability-based protection arising from state or federal law or executive order. See also MCAD and MCAD links and Resources.
13. **Northern Ireland Certification.** Notwithstanding G.L. c. 73, 22C for state agencies, state authorities, the House of Representatives or the state Senate, the Contractor certifies that it does not employ (or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland, the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination, and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including robust or plastic bullets, tear gas, armored vehicles or military aircraft for use by government in any activity in Northern Ireland.
14. **Executive Orders.** For covered Executive state Departments, the Contractor certifies compliance with applicable Massachusetts Executive Order (or most recent two Governor's Executive Orders) including but not limited to:
 - **Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor certifies under the pains and penalties of perjury they shall not knowingly use undocumented workers in connection with the performance of Contracts; that, pursuant to federal requirements, they shall verify the immigration status of all workers assigned to Contract without checking in advance for discrimination; and that they shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker. The Contractor understands and agrees that breach of any of these terms during the period of a Contract may be regarded as a material breach, subjecting Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.
 - **Executive Order 478. Non-discrimination, Diversity, Equal Opportunity, and Affirmative Action. And Executive Order 380. Establishment of Affirmative Market Program in Public Contracting.** The Contractor and any subcontractors may not engage in discriminatory employment practices;



DATE _____

11/3/2010

“QUOTATION”

REVISÉD

Expiration valid until: April 30, 2011.

Prepared by: _____ Page Four

Projected Arrival Date:

Receipt of Goods

Please mail your PO to the address above or FAX copies to the number above and also FAX a copy to (518) 452-7777.

WCSA @ PC 62119 Hazardous Incident Response Equipment
(Contract term: September 2, 2005 - May 31, 2015)

MASSACHUSETTS EOPSS FY2011 AUTOMATED LICENSE PLATE READER GRANT				
Model #	Description	Cost	Units	Amount
MPH-900X2AD3 SPLIT TRANS	Mobile License Plate Reader - Includes two units with LPR Processors, camera (color and IR LPR), Infrared Illuminators, enclosures, junction box, cables and related software. (REQUIRES INSTALLATION BY AUTHORIZED ELSAG N.A. PERSONNEL)	\$16,350	1	\$16,350.00
MPH-900 INSTALL	IN A TRANSPORTABLE RUGGEDIZED CASE: Hedley mounts with a Clicker to be mounted on a Ford Crown Victoria.			
OPERATION CENTER LICENSE	Operations Center License	\$600	1	\$600.00
			TOTAL	\$16,950.00

Service Plan for goods and services provided by the above quote

Year I	Free		
Year II	\$1,600.00 per year	Hardware and Software	
Year III	\$1,600.00 per year	Hardware and Software	
Year IV	\$1,600.00 per year	Hardware and Software	

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____

Car_00001_GeneralReport_20110502125255.txt

Date	Reads	Alarms	Rejected	alarms
2011-05-02	5	1	0	
2011-05-01	181	0	0	
2011-04-30	223	1	0	
2011-04-29	2111	5	3	
2011-04-28	1767	5	5	
2011-04-27	1427	4	2	
2011-04-26	146	0	0	
2011-04-25	665	3	0	
2011-04-24	437	1	0	
2011-04-23	19	0	0	
2011-04-21	4	0	0	
2011-04-20	762	1	0	
2011-04-19	673	0	1	
2011-04-18	982	5	6	
2011-04-17	1347	3	3	
2011-04-16	1593	3	8	
2011-04-15	1431	2	3	

Car_00001_GeneralReport_20120521134258.txt

Date	Reads	Alarms	Rejected	alarms
2012-05-21		120	0	0
2012-05-20		1	0	0
2012-05-19		307	0	0
2012-05-18		56	0	0
2012-05-09		119	0	0
2012-05-08		14	0	0
2012-04-27		1749	0	0
2012-04-26		503	0	0
2012-04-25		1080	0	0
2012-04-23		100	0	0
2012-04-21		435	0	0
2012-04-20		249	0	0
2012-04-19		153	0	0
2012-04-18		295	0	0
2012-04-17		540	0	0
2012-04-16		271	0	0
2012-04-15		768	0	0
2012-04-14		182	0	0
2012-04-13		443	0	0
2012-04-12		349	0	0
2012-04-11		90	0	0
2012-04-10		28	0	0

car_00001_GeneralReport_20110502125225.txt

Date	Reads	Alarms	Rejected	alarms
2011-05-02	3	1	0	
2011-05-01	181	0	0	
2011-04-30	223	1	0	
2011-04-29	2111	5	3	
2011-04-28	1767	5	5	
2011-04-27	1427	4	2	
2011-04-26	146	0	0	
2011-04-25	665	3	0	
2011-04-24	437	1	0	
2011-04-23	19	0	0	
2011-04-21	4	0	0	
2011-04-20	762	1	0	
2011-04-19	673	0	1	
2011-04-18	982	5	6	
2011-04-17	1347	3	3	
2011-04-16	1593	3	8	
2011-04-15	1431	2	3	